

EXHIBIT F-1

Checkmate 26(f) Initial Disclosures

Ryan Q. Keech (SBN 280306)
Ryan.Keech@klgates.com
Stacey Chiu (SBN 321345)
Stacey.Chiu@klgates.com
Rebecca Makitalo (SBN 330258)
Rebecca.Makitalo@klgates.com
K&L GATES LLP
10100 Santa Monica Boulevard
Eighth Floor
Los Angeles, California 90067
Telephone: +1 310 552 5000
Facsimile: +1 310 552 5001

*Attorneys for Defendant and Counter-Claimant
CHECKMATE.COM, INC.*

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ARJUN VASAN,

Plaintiff,

v.

CHECKMATE.COM, INC.,

Defendant.

CHECKMATE.COM, INC.,

Counterclaim-Plaintiff,

v.

ARJUN VASAN,

Counterclaim-
Defendant.

Case No. 2:25-CV-00765-MEMF-JPR

Hon. Maame Ewusi-Mensah
Frimpong

**DEFENDANT AND COUNTER-
CLAIMANT CHECKMATE.COM,
INC.'S INITIAL DISCLOSURES
PURSUANT TO RULE 26(a)(1)**

JURY TRIAL DEMANDED

Complaint Filed: January 28, 2025
Answer and Counterclaims Filed:
July 9, 2025

1601358281.7

**DEFENDANT AND COUNTERCLAIMANT CHECKMATE.COM, INC.'S INITIAL
DISCLOSURES PURSUANT TO RULE 26(A)(1)**

1 Pursuant to Federal Rules of Civil Procedure Rule 26(a), Defendant and
2 Counter-Claimant Checkmate.com, Inc. (“Defendant” or “Checkmate”), by and
3 through its undersigned counsel hereby serves its Initial Disclosures on Plaintiff
4 Arjun Vasan (“Plaintiff” or “Vasan”) based upon the information readily available to
5 Checkmate at this time.

6 **PRELIMINARY STATEMENT**

7 In making these Initial Disclosures, Checkmate does not represent that it has
8 identified every witness, document, or thing that it may use to support its claims or
9 defenses in this action. Discovery is ongoing and these disclosures are based on
10 information reasonably available to Checkmate at this time. Checkmate expressly
11 reserves its rights: (a) to make subsequent revision, supplementation, or amendment
12 to these disclosures based upon any information, evidence, documents, facts, or
13 things that hereafter may be discovered, or the relevance of which hereafter may be
14 discovered, and (b) to identify, produce, introduce, or rely upon additional or
15 subsequently identified, acquired, or discovered writings, evidence, and information
16 at trial or in any pretrial proceedings held in this case.

17 Checkmate objects to any disclosure of information or documents beyond that
18 required by the Federal Rules of Civil Procedure, the Federal Rules of Evidence, the
19 Local Rules of the United States District Court for the Central District of California,
20 or other applicable law. Checkmate expressly preserves all of the protections
21 afforded to it, and does not provide any information protected from disclosure, by the
22 attorney-client privilege, the attorney work product doctrine, tax privilege, or any
23 other privilege or immunity. Any information provided by Checkmate in connection
24 with these disclosures remains subject to all objections as to competence, relevance,
25 materiality, and admissibility, and to any other objections on any grounds that would
26 require the exclusion thereof if such information were offered into evidence, and
27 Checkmate expressly reserves all such objections and grounds.

INITIAL DISCLOSURES

1. WITNESSES

The following individuals are likely to have discoverable information that Checkmate may use to support its claims and defenses in this action:

A. Vishal Agarwal

Mr. Agarwal may be contacted through undersigned counsel.

Mr. Agarwal is the founder and CEO of Checkmate. Mr. Agarwal is likely to have knowledge of the VoiceBite transaction, pursuant to the Merger Agreement and related agreements, underlying Checkmate's counterclaims; the representations that Plaintiff made in relation to the VoiceBite transaction; the agreements underlying Plaintiff's claims; Plaintiff's communications and behavior throughout and thereafter employment at Checkmate, including Plaintiff's communications with a competitor of Checkmate; and other matters relevant to Checkmate's claims and defenses

B. Michael Bell

Mr. Bell may be contacted through undersigned counsel.

Mr. Bell is the Chief of Strategy of Checkmate. Mr. Bell is likely to have knowledge of the VoiceBite transaction, pursuant to the Merger Agreement and related agreements, underlying Checkmate's counterclaims; the representations that Plaintiff made in in relation to the VoiceBite transaction; the agreements underlying Plaintiff's claims; Plaintiff's communications and behavior throughout and thereafter employment at Checkmate, including Plaintiff's communications with a competitor of Checkmate; and other matters relevant to Checkmate's claims and defenses.

C. Amy Brown

Ms. Brown may be contacted through undersigned counsel.

Ms. Brown is the Vice President of Human Resources at Checkmate. Ms. Brown is likely to have knowledge of the VoiceBite transaction, pursuant to the Merger Agreement and related agreements, underlying Checkmate's counterclaims;

1 the agreements underlying Plaintiff's claims and related communications; Plaintiff's
2 communications and behavior throughout and thereafter employment at Checkmate,
3 including Plaintiff's communications with a competitor of Checkmate; and other
4 matters relevant to Checkmate's claims and defenses.

5 **D. Christopher Lam**

6 9 Lamay Crescent

7 Toronto, Ontario, M1X 1J2, Canada

8 Mr. Lam is a co-founder of VoiceBite. Mr. Lam is likely to have knowledge
9 of the VoiceBite transaction, pursuant to the Merger Agreement and related
10 agreements, underlying Checkmate's counterclaims; Plaintiff's communications
11 relating to the VoiceBite transaction; the authorship and ownership of the VoiceBite
12 code; Plaintiff's communications and behavior throughout and thereafter Plaintiff's
13 employment at Checkmate; and other matters relevant to Checkmate's claims and
14 defenses.

15 **E. Robert Nessler**

16 1149 Hollyhead Lane

17 Cupertino, CA 95014

18 Mr. Nessler is a co-founder of VoiceBite. Mr. Nessler is likely to have
19 knowledge of the VoiceBite transaction, pursuant to the Merger Agreement and
20 related agreements, underlying Checkmate's counterclaims; the authorship and
21 ownership of the VoiceBite code; agreements relating to the VoiceBite code;
22 Plaintiff's previous company CyborgOPS and any agreements relating thereto;
23 Plaintiff's agreements and communications with Presto Automation; agreements
24 with VoiceBite and Plaintiff; communications relating to the VoiceBite transaction;
25 Plaintiff's communications and behavior throughout and thereafter Plaintiff's
26 employment at Checkmate; and other matters relevant to Checkmate's claims and
27 defenses.

1 **F. Arjun Vasan**

2 12615 193rd Street

3 Cerritos, CA 90703

4 Telephone: (562) 900-6541

5 Mr. Vasan is the Plaintiff and Counterclaim-Defendant in this action. Mr.
6 Vasan was a co-founder of VoiceBite and was employed by Checkmate during the
7 relevant time period. Mr. Vasan is likely to have knowledge of the VoiceBite
8 transaction, pursuant to the Merger Agreement and related agreements, underlying
9 Checkmate's counterclaims; the representations he made to Checkmate in connection
10 with the VoiceBite transaction; any agreements relating to the VoiceBite code; his
11 previous company CyborgOPS and any agreements relating thereto; Vasan
12 Varadarajan's role at CyborgOPS; Vasan Varadarajan's authorship and ownership of
13 the VoiceBite code; agreements and communications with Presto Automation;
14 agreements between himself and VoiceBite; communications relating to the
15 VoiceBite transaction; the agreements underlying Plaintiff's claims and related
16 communications; own communications and behavior throughout and thereafter his
17 employment at Checkmate, including his communications with a competitor of
18 Checkmate; and other matters relevant to Checkmate's claims and defenses.

19 **G. Vasan Varadarajan**

20 12615 193rd Street

21 Cerritos, CA 90703

22 Mr. Varadarajan is Plaintiff's father and alleges that he worked in conjunction
23 with Plaintiff in connection with the claims and defenses in this action. Mr.
24 Varadarajan is likely to have knowledge of the authorship and ownership of the
25 VoiceBite code; any agreements between himself and VoiceBite; documents and
26 communications relating to the VoiceBite transaction; documents and
27 communications regarding the VoiceBite code; his role at CyborgOPS; agreements
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1 and communications between CyborgOPS and Presto Automation; Plaintiff's
2 employment with Checkmate; Plaintiff's communications and behavior throughout
3 and thereafter his employment at Checkmate; Plaintiff's previous employment; and
4 other matters relevant to Checkmate's claims and defenses.

5 **H. Latha Vasan**

6 12615 193rd Street

7 Cerritos, CA 90703

8 Ms. Vasan (possibly also known as "Latha Varadarajan") is Plaintiff's mother
9 and, according to Plaintiff, is likely to have knowledge of the VoiceBite transaction
10 and related communications, pursuant to the Merger Agreement and related
11 agreements, underlying Checkmate's counterclaims; Vasan's prior employment
12 history; documents and communications relating to CyborgOPS; documents and
13 communications related to Presto Automation; Plaintiff's employment with
14 Checkmate; Plaintiff's communications and behavior throughout and following his
15 employment at Checkmate, including Plaintiff's communications with a competitor
16 of Checkmate; and other matters relevant to Checkmate's claims and defenses.

17 **I. Bill Healey**

18 Last known address:

19 985 Industrial Road, Suite 205

20 San Carlos, CA 94070

21 Mr. Healey is the current Chief Technology Officer at Presto (possibly also
22 known as "Presto Automation"). Mr. Healey is likely to have knowledge of
23 documents and communications relating to Presto's acquisition of CyborgOps; the
24 authorship and ownership of the VoiceBite code; and other matters relevant to
25 Checkmate's claims and defenses.

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J. Krishna Gupta

Last known address:

307 Harvard Street,
Cambridge, MA 02139

Mr. Gupta is the Co-founder and Chairman of Presto. Mr. Gupta is likely to have knowledge of documents and communications relating to Presto's acquisition of CyborgOps; the authorship and ownership of the VoiceBite code; and other matters relevant to Checkmate's claims and defenses

K. Adam Ahmad

Last known address:

3790 El Camino Real, Unit #506
Palo Alto, CA 94306

Mr. Ahmad is the Founder and Chief Executive Officer of Kea.ai (possibly also known as "Kea" or "Kea Cloud"). Mr. Ahmad is likely to have knowledge of Plaintiff's prior employment history and Plaintiff's conduct, communications and behavior during Plaintiff's employment and/or tenure at Kea.ai.

L. Mansour Movahhedinia

Mr. Movahhedinia may be contacted through undersigned counsel.

Mr. Movahhedinia is a Senior Legal AI/ML Engineer at Checkmate. Mr. Movahhedinia is likely to have knowledge of the VoiceBite code; Plaintiff's employment with Checkmate; Plaintiff's communications and behavior throughout and thereafter employment at Checkmate; and other matters relevant to Checkmate's claims and defenses.

In addition to the individuals identified above, the following individuals may have discoverable information that Checkmate may use to support its claims or defenses: (i) persons deposed during this litigation and persons identified during such depositions; (ii) persons identified in Plaintiff's Initial Disclosures, who may be

1 contacted either through Plaintiff or any counsel eventually retained by Plaintiff; and
2 (iii) other individuals employed by and/or affiliated with Checkmate or Plaintiff.

3 Checkmate will identify any testifying expert witnesses as required by Federal
4 Rules of Civil Procedure Rule 26(a)(2) and the Scheduling Order issued in this case.

5 **2. DOCUMENTS, ELECTRONICALLY STORED INFORMATION, AND**
6 **TANGIBLE THINGS**

7 Based upon information reasonably available to Checkmate at this time,
8 Checkmate identifies the following categories of documents, electronically stored
9 information, and tangible things that are in the possession, custody, or control of
10 Checkmate and which may be used to support its claims or defenses, unless solely
11 for impeachment. Checkmate reserves the right to supplement and/or amend this
12 information.

- 13 1. The Intellectual Property Acknowledgement entered into by the parties on
14 April 30, 2024;
- 15 2. The Assignment of IP and Other Assets entered into by the parties on April
16 30, 2024;
- 17 3. The Non-Compete Agreement entered into by the parties;
- 18 4. The Offer Letter and Bonus Agreement entered into by the parties;
- 19 5. Any other contracts between the parties;
- 20 6. Documents and communications relating to the negotiation of the above
21 and any other contracts between the parties;
- 22 7. The VoiceBite code;
- 23 8. Plaintiff's employment records at Checkmate;
- 24 9. Documents and communications relating to Plaintiff's employment with
25 and at Checkmate;
- 26 10. Plaintiff's communications with a competitor or competitors of Checkmate;
- 27 11. Documents and communications relating to the authorship of the
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VoiceBite code;

12. Documents and communications relating to the ownership of the
VoiceBite code;

13. Documents and communications relating to the transfer of ownership of
the VoiceBite code;

14. Documents and communications relating to the creation or development of
the VoiceBite Code, including documents and communications relating to
the purported creation or development of the VoiceBite Code as
communicated to Checkmate during the relevant time period;

15. Documents and communications identifying the authors or creators of the
VoiceBite Code;

16. Documents and communications relating to any agreements based on or
involving the VoiceBite Code, including but not limited to licensing
agreements, assignments of intellectual property, or any transfers of
ownership; and

17. Documents and communications relating to the VoiceBite shareholders.

3. COMPUTATION OF DAMAGES

Checkmate seeks damages for its claims of breach of contract, breach of the
implied covenant of good faith and fair dealing, fraud, and negligent
misrepresentation. Checkmate further seeks a declaratory judgment that Plaintiff is
disentitled to further compensation under the parties' agreements and relevant law
and that Plaintiff is required to indemnify Checkmate for losses incurred as a result
of Plaintiff's conduct; payment of the full costs of this action, including attorney's
fees, to the fullest extent permitted by the relevant agreements and law; recovery of
pre- and post-judgment interest; and any such other and further relief, in law or in
equity, to which Checkmate may be entitled or which the Court may deem just and
proper.

1 **4. INSURANCE AGREEMENT**

2 To the best of Checkmate's current knowledge, it has no insurance coverage
3 that could relate to the claims in this action. Checkmate's investigation is ongoing
4 and Checkmate expressly reserves the right to amend, supplement, or modify this
5 disclosure as appropriate, if it becomes aware of such a policy.

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7
8 Date: August 21, 2025

K&L GATES LLP

9 /s/ Rebecca I. Makitalo

10 Ryan Q. Keech (SBN 280306)
11 Stacey Chiu (SBN 321345)
12 Rebecca I. Makitalo (SBN 330258)
13 10100 Santa Monica Boulevard, 8th Floor
14 Los Angeles, California 90067
15 Telephone: 310.552.5000
16 Facsimile: 310.552.5001

17 *Attorneys for Defendant and Counter-*
18 *Claimant CHECKMATE.COM INC..*
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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California, over the age of eighteen years, and not a party of the within action. My business address is 10100 Santa Monica Blvd. 8th Floor Los Angeles, CA 90067.

On **August 21, 2025** , I served the foregoing document(s) described as:

- **DEFENDANT AND COUNTER-CLAIMANT
CHECKMATE.COM, INC.'S INITIAL DISCLOSURES
PURSUANT TO RULE 26(a)(1)**

on the interested parties in this action as follows:

Arjun Vasan
Email: arjun.vasan@gmail.com

Plaintiff Pro Se

☒ **(BY ELECTRONIC MAIL)** Pursuant to C.R.C. 2.251 or agreement by all parties, I served the described document(s) by emailing it to each of the aforementioned electronic mail addresses and the transmission was reported as complete and without error.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **August 21, 2025**, at Los Angeles, California.

/s/Nicole Adasha
Nicole Adasha

EXHIBIT F-2

AV 26(f) Initial Disclosures

Arjun Vasan
12615 193rd Street
Cerritos, CA 90703
(562) 900-6541
arjun.vasan@gmail.com
Plaintiff In Pro Per

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ARJUN VASAN,
Plaintiff and Counter-Defendant,
v.
CHECKMATE.COM, INC
(dba "Checkmate"),
Defendant and Counterclaimant.

Case No.: 2:25-cv-00765-MEMF-JPR
Hon. Maame Ewusi-Mensah Frimpong

**PLAINTIFF AND COUNTER-DEFENDANT
ARJUN VASAN'S INITIAL DISCLOSURES
PURSUANT TO RULE 26(a)(1)**

COMPLAINT FILED: January 28, 2025.

Pursuant to Federal Rules of Civil Procedure Rule 26(a), Plaintiff and Counter-Defendant Arjun Vasan ("Plaintiff" or "AV"), by and through its undersigned counsel hereby serves its Initial Disclosures on Defendant Checkmate.com, Inc. ("Defendant" or "Checkmate") based upon the information readily available to Plaintiff at this time.

PRELIMINARY STATEMENT

In making these Initial Disclosures, AV does not represent that it has identified every witness, document, or thing that he may use to support his claims or defenses in this action. Discovery is ongoing and these disclosures are based on information reasonably available to AV at this time. AV reserves all rights to: (a) to make subsequent revision, supplementation, or amendment

1 to these disclosures based upon any information, evidence, documents, facts, or things that hereafter
2 may be discovered, or the relevance of which hereafter may be discovered, and (b) to identify,
3 produce, introduce, or rely upon additional or subsequently identified, acquired, or discovered
4 writings, evidence, and information at trial or in any pretrial proceedings held in this case. In
5 addition, AV expressly reserves all rights to seek bifurcation of Defendant's counterclaims into a
6 separate trial, and to seek phased discovery. As such, all witnesses and documents are labeled as
7 relevant to Phase I, Phase II or both (as initially defined in the Joint Rule 26(f) Report).

8 AV objects to any disclosure of information or documents beyond that required by the
9 Federal Rules of Civil Procedure, the Federal Rules of Evidence, the Local Rules of the United
10 States District Court for the Central District of California, or other applicable law. AV expressly
11 preserves all of the protections afforded to it, and does not provide any information protected from
12 disclosure, by the attorney-client privilege, the attorney work product doctrine, tax privilege, or any
13 other privilege or immunity. Any information provided by AV in connection with these disclosures
14 remains subject to all objections as to competence, relevance, materiality, and admissibility, and to
15 any other objections on any grounds that would require the exclusion thereof if such information
16 were offered into evidence, and AV expressly reserves all such objections and grounds.

17 **INITIAL DISCLOSURES**

18 **I. WITNESSES**

19 The following individuals are likely to have discoverable information that AV may use to
20 support his claims and defenses in this action:

21 **A. Vishal Agarwal (Phase I+II)**

22 Mr. Agarwal may be contacted through Checkmate's counsel of record.

23 Mr. Agarwal is the founder and CEO of Checkmate and is likely to have knowledge of the
24 VoiceBite transaction and AV's employment under the Offer Letter and Bonus Agreement; the
25 purpose behind the VoiceBite merger, and late-added IP documents; the representations made to
26 secure AV's consent to the merger and employment; Checkmate's conduct and behavior during
27 negotiations, during employment, the events leading up to AV's termination, his termination itself,
28 AV's contributions, delayed back pay, unpaid retention bonuses, product metrics, compliance with

1 California labor laws, its decision to term AV's separation from the company as a "resignation"; the
2 decision to file a lawsuit against AV; and other matters relevant to AV's claims and defenses.

3 **B. Michael Bell (Phase I+II)**

4 Mr. Bell may be contacted through Checkmate's counsel of record.

5 Mr. Bell is the Chief of Strategy at Checkmate and is likely to have knowledge of the
6 VoiceBite transaction and AV's employment under the Offer Letter and Bonus Agreement; promises
7 made to secure the VoiceBite LOI; the purpose behind the merger, and late-added IP documents; the
8 representations it made to secure AV's employment; Checkmate's conduct and behavior during
9 negotiations for the acquihire, during AV's employment, the events leading up to AV's termination,
10 AV's termination itself, AV's contributions, delayed back pay, unpaid retention bonuses, product
11 metrics, compliance with California labor laws, the decision to term AV's separation from the
12 company as a "resignation" and to sue him; and other matters relevant to AV's claims and defenses.

13 **C. Rober Nessler (Phase I+II)**

14 1149 Hollyhead Lane

15 Cupertino, CA 95014

16 Mr. Nessler is a cofounder of VoiceBite, and former colleague at Checkmate, Presto,
17 CyborgOps and Kea. Mr. Nessler is likely to have knowledge of: (1) AV's contributions to
18 VoiceBite, Checkmate, Presto, CyborgOps and Kea; (2) Checkmate's promises leading up to the
19 February 2024 LOI, its representations leading up to the April 2024 VoiceBite merger, its
20 negotiation tactics, its employee practices and company culture; (3) VoiceBite founder negotiations
21 and decisions, product development, fundraising prospects, team culture, operations and other
22 internal matters; (4) the January 29 Notice of Direct Claim against the VoiceBite shareholders; the
23 February 7 Shareholder Response; Checkmate's threats against Voice team members who remained
24 in contact with AV after his termination; payment status of the VoiceBite retention bonuses; and (5)
25 other matters relevant to AV's claims and defenses.

26 **D. Christopher Lam (Phase I+II)**

27 9 Lamay Crescent

28 Toronto, Ontario, M1X 1J2, Canada

1 Mr. Lam is a cofounder of VoiceBite, and former colleague at Checkmate and Presto. Mr.
2 Lam is likely to have knowledge of (1) the VoiceBite transaction, merger negotiations, Checkmate's
3 representations to secure the transaction, VoiceBite founder dynamics during negotiations,
4 Checkmate's negotiation tactics; (2) AV's contributions to Checkmate, VoiceBite and Presto;
5 Checkmate's treatment of AV during negotiations, employment and thereafter; (3) Checkmate's
6 intention to sue AV individually after sending the Jan 29 Notice of Direct Claim against the
7 shareholders, the team members requested to draft the technical sections of its New York complaint;
8 the opinion of the team regarding the technical allegations against AV; the behavior and conduct of
9 Checkmate executives during AV's medical leave, in announcing AV's termination and in
10 discussing the ongoing litigation; and (4) other matters relevant to AV's claims and defenses.

11 **E. Amy Brown (Phase I)**

12 Ms. Brown may be contacted through Checkmate's counsel of record.

13 Ms. Brown is the Vice President of Human Resources at Checkmate and is likely to have
14 knowledge of AV's employment, the events leading up to his termination, Checkmate's payment
15 practices, Checkmate's medical leave practices, Checkmate's actions during AV's medical leave,
16 Checkmate's behavior and conduct during AV's employment; back pay delays; performance bonus
17 practices; the decision to term AV's separation from Checkmate as a "resignation" and other matters
18 relevant to AV's claims and defenses.

19 **F. Other Witnesses (Phase I+II)**

20 AV will provide detailed information on other witnesses depending on the outcome of the
21 scheduling conference. AV maintains that the above witnesses are sufficient for his proposed Phase
22 I. However, he maintains the same witness list as stated on the Joint Rule 26(f) report and reserves
23 all rights to cross-examine Checkmate's listed witnesses.

24 **II. DOCUMENTS, ELECTRONICALLY STORED INFORMATION, AND**
25 **TANGIBLE THINGS**

26 Based upon information reasonably available to AV at this time, AV identifies the following
27 categories of documents, electronic information and tangible things that are in the possession,
28

1 custody or control of AV and which may be used to support his **Phase I claims or defenses**, unless
2 solely for impeachment. AV reserves the right to supplement and/or amend this information:

- 3 1. Communications regarding merger negotiations with cofounders.
- 4 2. Communications regarding employment with colleagues.
- 5 3. Communications post-termination with former colleagues.
- 6 4. Saved communications with Checkmate executives, during negotiations.
- 7 5. Saved communications with Checkmate executives, during employment.
- 8 6. Pre-litigation and litigation related communications.

9 **Phase II Reservation**

10 AV reserves Phase II (counterclaim/IP) categories pending the scheduling conference and
11 maintains that broad IP discovery is premature and disproportionate. See Fed. R. Civ. P. 26(b)(1).

12 Checkmate’s initial disclosure mislabels the Intellectual Property Acknowledgment as
13 “entered into by the parties.” The instrument itself states it is “entered into and delivered by
14 Christopher Lam in connection with Checkmate.com, Inc. entering into the Agreement and Plan of
15 Merger ...” It is not an agreement between Checkmate and AV; any effort to enforce it against AV
16 personally would require equitable reformation (and joinder of Mr. Lam). It is not incorporated,
17 referenced, exhibited or attached by the Merger Agreement.

18 Likewise, the Assignment of IP and Other Assets was executed between VoiceBite (by
19 Robert Nessler) and AV—not between Checkmate and AV—and recites \$100 as consideration. It
20 neither references or is incorporated, attached or exhibited by the Merger Agreement.

21 To the extent any assignment of pre-employment IP was a condition of employment in
22 California, such assignments are limited by Labor Code §§ 2870–2872, including the § 2872 written
23 notice requirement; Plaintiff has alleged no compliance. Any Phase II discovery relying on these
24 instruments should be sequenced and narrowly tailored after the conference.

25 **III. COMPUTATION OF DAMAGES**

26 AV seeks damages for his claims of breach of contract, wage theft, breach of the implied
27 covenant of good faith and fair dealing, fraudulent inducement, promissory fraud, FMLA, CFRA
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and retaliation under the applicable statutes. Preliminary computation is as follows:

A. Quantified now (contract/wage): \$820,000

1. **Retention Bonus (earned wages):** \$500,000 (Initial \$450,000 + Final \$50,000) — unpaid.
2. **Severance (independent formula):** \$120,000 = 3 months base (\$70,000) + 25% of annual performance bonus (\$50,000).
3. **Performance Bonus:** \$200,000 (owed because employer prevention/frustration of performance/goal setting)
4. **Interest on late pre-close back pay:** TBD (from due dates to payment).

B. Running / formula-based (to be updated)

5) **Back pay (running):** From 11/14/2024 to judgment at **\$280,000/yr = \$23,333.33/mo**, plus value of lost benefits, less interim earnings (none to date). Subtotal through the date of this disclosure will be provided on request and supplemented monthly.

6) **Prejudgment interest:** Statutory/simple from each due date on unpaid items; to be computed as amounts/dates are established.

7) **Waiting-time penalties (Lab. Code §203):** TBD pending payroll/trigger-date discovery; will supplement.

C. Expenses / statutory

8) **Expense reimbursement (Lab. Code §2802):** TBD; itemized by receipts/spreadsheet in discovery.

9) **Statutory fees/penalties (notice):** Will seek where authorized (e.g., §§ 218.5, 226(e), 2802(c)) by post-judgment motion; **fees reserved** if counsel is retained.

D. Tort claims (fraud/retaliation) — methodology, amounts TBD

10) **Fraud/fraudulent inducement economic loss:** TBD — out-of-pocket and reliance losses (time/value diverted, foregone offers), and consequential harms;

11) **Lost fundraising/valuation opportunity:** TBD — foregone \$3M raise at ~\$16M valuation; dilution differential and operational expectancy to be quantified by experts

12) **Non-economic damages (emotional distress/reputation):** TBD — for jury;

13) **Punitive damages:** Amount not computed at this stage; sought under Civ. Code §3294.

E. No double recovery; front pay reserved as an equitable remedy if reinstatement is infeasible.

IV. INSURANCE AGREEMENT

To the best of AV's current knowledge, he has no insurance coverage that could relate to the claims in this action.

Respectfully Submitted,

Executed On: **August 21, 2025**

/s/ *Arjun Vasan*

In Cerritos, California

Arjun Vasan

Plaintiff In Pro Per